

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
 FAX (801) 538-3882
<http://purchasing.utah.gov>

Request for QuotationSolicitation Number: **JG4020**Due Date: **08/08/03**

Date Sent: July 28, 2003

Goods and services to be
 purchased:

DRILL, COMPLETE AND TEST NEW WATER WELL**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____

Offeror's Authorized Representative's Signature	Date
Type or Print Name	Position or Title

**STATE OF UTAH
DIVISION OF PURCHASING &
GENERAL SERVICES**

Request for Quotation

Solicitation Number: JG4020

Due Date: 08/08/03

Vendor Name:

Description
THIS PROJECT IS TO DRILL, COMPLETE AND TEST A NEW WATER WELL AT STATION 3426A OF THE UTAH DEPARTMENT OF TRANSPORTATION, LOCATED NEAR THISTLE, UTAH PER THIS DESCRIPTION AND THE ATTACHED SPECIFICATION.
A COPY OF THE BIDDERS CURRENT DRILLERS LICENCE IS REQUIRED AT TIME OF BIDDING.
A 5% BID BOND IS REQUIRED OF ALL BIDDERS AT THE TIME OF BIDDING. ALSO A 100% PERFORMANCE/PAYMENT BOND WILL BE REQUIRED OF THE SUCCESSFUL VENDOR.
PLEASE COMPLETE THE ATTACHED BOND STATEMENT AND CONTRACTORS TRADE LICENCE AGREEMENT.
FOR TECHNICAL QUESTIONS PLEASE CONTACT WILLIAM JUSZACK AT (801) 964-4522. FOR QUESTIONS RELATED TO THE BID PROCESS PLEASE CONTACT JARED GARDNER AT (801) 538-3342.

Ship To: UDOT STATION 3426A
NEAR THISTLE, UTAH

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground Q LTL(Less than truck load) Q Truckload Q Air Q Other (Please specify)	
NMFC Class # _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

1. QUOTATION PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the quotation the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected.

2. SUBMITTING THE QUOTATION: (a) The quote must be signed in ink and returned to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 or faxed to (801) 538-3882 by the due date and time. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page.** (b) The state will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is

used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.

8. AWARD OF CONTRACT: (a) **This is an informal quotation which will not be read at a public opening;** however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will to be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
FACILITIES MAINTENANCE

NEW WATER WELL
UDOT STATION 3426A, THISTLE, UTAH
UDOT PROJECT NUMBER 81L43703

PROJECT DESCRIPTION

This project is to drill, complete and test a new water well at Station 3426A of the Utah Department of Transportation, located near Thistle, Utah per this description and the attached specification.

Work of this contract shall include the drilling, completing, grouting, developing, testing and disinfecting of a new water well.

If potential bidders desire to visit the site, visits can be arranged through Morgan Andrews, Station Supervisor, phone number (801) 798-6166. Questions during the bid period can be addressed to William E. Juscak, phone number (801) 964-4522. All questions will be required to be submitted by one week before the bid date.

STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
FACILITIES MAINTENANCE

SPECIFICATION FOR NEW WATER WELL
UDOT Station 3426A
THISTLE, UTAH

7 July 2003

GENERAL SPECIFICATIONS

BID

BIDDER _____

Submit Utah *INVITATION TO BID* with all required information.

The bid will be awarded on a lump sum basis. For the purposes of this bid, assume a well depth of 300 feet. Final contract amount will be based on unit prices listed and actual well depth.

For the work shown on the Drawings, described in the Specifications and Contract Documents and as described herein, I/we agree to perform all of the work indicated for the sum of:

_____ Dollars(\$_____)

(In case of discrepancy, written amount shall govern)

UNIT PRICES

<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
Mobilization - Lump Sum	\$_____	\$_____
Drilling - price per ft.	\$_____	\$_____
Casing - price per ft.	\$_____	\$_____
Screen - price per ft.	\$_____	\$_____
Grouting - price per linear ft.	\$_____	\$_____

Specification - Thistle Well

Filter - price per linear ft. \$ _____ \$ _____

<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
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Development - price per hr. \$ _____	\$ _____
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Testing - price per Hr. \$ _____	\$ _____
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TIME OF COMPLETION AND DELAY REMEDY

The work shall be substantially complete by September 15, 2003. Contractor agrees to pay liquidated damages in the amount of \$100 per day for each day after the expiration of the Contract Time until the Contractor achieves Substantial Completion.

PAYMENT

Payment will be made when the project is complete and approved by the Owner.

For prompt payment, mail invoice to: William E. Juszczak
Facilities Manager
UDOT Maintenance Division
Box 148250
Salt Lake City, Utah 84114-8250

BID BOND

A 5% bid bond or cashier's check must be included with the bid.

PERFORMANCE AND PAYMENT BOND

At the time of the execution of the contract, the contractor shall provide a performance and payment bond for 100% of the total purchase price of the contract guaranteeing performance, product and payment. (A cashiers check for the above amount may be substituted for the performance and payment bonds.)

WORKERS COMPENSATION

The contractor will be required to furnish proof that all employees involved in this project are covered by Workmen's Compensation. The State will not be liable for injuries incurred during this project.

Specification - Thistle Well

INSURANCE

Before contract award, successful bidder must provide a certificate of insurance certifying that the contractor will provide and maintain a policy of insurance in which the Department of Transportation is named as an additional insured. Coverage shall be in the following amounts:

1. \$250,000 for bodily injury
2. \$500,000 for each accident occurrence
3. \$100,000 for property damage

If the contractor cannot obtain this insurance, the contractor shall provide a policy with a minimum coverage of \$1,000,000 in the aggregate.

The certificate must also state that no cancellation or decrease in coverage shall be made without giving the State at least 30 days prior written notice.

MATERIALS

Material furnished to the State of Utah shall be certified as new and must meet all current State and Federal applicable building codes and safety regulations.

WARRANTY

Contractor shall provide a general written minimum one year warranty, unless noted otherwise herein, for the replacement of all defective materials, including labor and travel, that are used in this project.

DETAIL SPECIFICATIONS

DRILL & DEVELOP A NEW WATER WELL

RESPONSIBILITY OF CONTRACTOR

The work to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies and manufactured articles as well as furnishing all transportation and services including fuel, power, water and essential communications. The contractor shall perform all labor, work and other operations required for the fulfillment of the contract in strict accordance with the contract documents. All water and electricity required by the contractor for the completion of the work shall be provided by the contractor unless they are available on site and provided by the owner. Contractor shall be responsible to verify the availability of these services prior to bid.

Specification - Thistle Well

The contractor shall keep the site free from accumulation of waste materials, rubbish and other debris resulting from the work. At the completion of the work, the contractor shall remove from site all waste materials, rubbish, debris, tools, construction equipment and machinery and surplus materials, leaving the site clean.

LOCATION

The property is located near Thistle, Utah at approximately mile post 279 on SR-6/89. The property is located in the NW1/4 SE1/4 of section 28, Township 9 South, Range 4 East, Salt Lake Base and Meridian, Utah County, Utah.

The point of diversion is located approximately South 362 feet West 2528 feet from the E1/4 Corner Section 28, Township 9 South, Range 4 East, Salt Lake Base and Meridian.

The exact location of the well is to be determined by the owner. Contractor shall coordinate with the owner. Well shall be placed a minimum of 100 feet within the property lines and upgradient of any potential contamination sources; i.e., leach fields, salt piles, etc.

WATER WELL DRILLING

For the purposes of this bid, assume a well depth of 300 ft. Logs of wells drilled in the area show depths from 103 feet to 300 feet with a static water level of 43 feet to 81 feet. It is intended that the well shall be at a depth necessary to penetrate water bearing formations. The well shall be bottomed out at an elevation designated by the owner. Production limits per the issued water right is .018cfs. Anticipated usage is 4500 gallons per day. A flow rate of 20 gallons per minute is desired.

Drilling of the water well borehole shall be accomplished by the direct-circulation air rotary method or an alternative method proposed by the contractor and approved by the owner. It shall be the responsibility of the contractor to ensure that the selected drilling method complies with all aspects of the contract documents and that the hole maintains alignment, plumbness and roundness during installation within tolerances defined in ANSI/AWWA Standard A-100 for water wells.

Only air and/or fresh water from a potable water supply shall be used by the contractor as drilling fluids unless an alternate is approved in writing by the owner. No toxic or dangerous substances shall be added to the drilling fluid. All substances introduced into the well during construction or development shall comply with ANSI/NSF International Standard 60.

Specification - Thistle Well

During all drilling activities at the site, a daily, detailed driller's report shall be maintained. The report shall give a complete description of all subsurface materials encountered, depth of hole drilled, number of hours on the job, down time due to breakdown, amount of casing set and other pertinent data as may be required. Following completion of all drilling activities, the contractor shall prepare and submit the appropriate forms to the Utah Division of Water Rights as required by their regulations. A copy of these forms shall be submitted to the owner.

MATERIALS

GENERAL

Completion of the borehole as a production well shall be performed by or under the direct supervision of a Utah licensed water-well driller. Casing and screen shall be stored at the site out of direct contact with the ground. Immediately prior to installation, all casing and screen shall be cleaned with steam or otherwise disinfected. Care shall be exercised during installation to prevent contamination following cleaning.

Material furnished to the State of Utah shall be certified as new and must meet all current State and Federal applicable building codes and safety regulations.

Any material used to drill, coat, seal or patch or be used in any way so as to come in contact with drinking water shall comply with ANSI/NSF International Standard 61.

WELL CASING

All casing shall be new steel and shall conform to ANSI/NSF International Standard 61 and shall meet the requirements of the AWWA Standard A-100. The casing shall be a nominal 6 inch diameter and shall have sufficient wall thickness to withstand the pressures which will be exerted on it.

Non-stainless steel casing shall not attach directly to a screen section. A minimum of 10 feet of Type 304 stainless steel casing shall separate all screen section from non-stainless steel casing.

The casing shall be of sufficient length to extend from a point approximately 18 inches above the ground surface to the bottom of the well, minus the length of screens. The bottom of the casing shall be fitted with an end cap.

Any casing damaged or split during shipment, installation or from any other cause shall be removed and replaced at the contractor's expense.

Specification - Thistle Well

WELL SCREEN

All well screen shall be of the continuous-slot, wire-wound design, reinforced with longitudinal bars. The wire shall be firmly attached to the bars which will in turn be attached to a coupling adapter. The screen and weld-ring end fittings shall be constructed of Type 304 stainless steel. The screen shall have sufficient collapse and tensile strength to withstand the pressures which will be exerted on it. The screen shall comply with ANSI/NSF International Standard 61.

WELL COMPLETION

The casing and screen shall be lowered into the hole using a drilling rig or service rig, utilizing clamps, elevators or other mechanical devices as needed. Screens shall be located as required with a minimum depth of 110 feet. Contractor shall be responsible for setting the casing string as necessary to prevent collapse.

Casing and screen shall be joined watertight using either flush-threaded or welded joints. Welded joints shall comply with the standards of the AWS. Couplings shall be API equivalent.

Centering guides shall be attached to the casing string every 30 feet. The centering guides shall be of the same material as to which they attach.

WELL GROUT AND FILTER PACK

Materials used to grout the annular space of the well shall consist of a mixture of Portland cement (ASTM C150) and not more than 6 gallons of potable water per bag or equal parts of cement and sand with not more than 6 gallons of potable water per bag of cement. The grout shall also contain 2 to 5 percent of bentonite by weight. All grout material shall comply with ANSI/NSF International Standard 60.

Grout shall be placed at a minimum thickness of 2 inches in the annular space from the ground surface to a minimum depth of 100 feet. Grout shall be placed in one continuous operation using a positive displacement method such as pumping, forced injection by air pressure and/or tremie installation.

Prior to placing grout seal, contractor shall contact the Utah Division of Drinking Water to arrange inspection.

Materials used for the filter pack shall consist of clean, well-rounded, smooth and uniform sand in the nominal range of 20- to 40-mesh. The sand shall be siliceous with a limit of 5 percent by weight of calcareous material. Filter material shall comply with ANSI/NSF International

Specification - Thistle Well

Standard 60. Filter material shall be delivered in bags and protected from weather and contact with the ground until used.

All filter material shall be disinfected immediately prior to placement of the filter material using a chlorine solution having a 50 parts-per-million free-chlorine residual.

Filter material shall be placed at a minimum thickness of 2 inches in the annular space between the outside of the casing string and the inside of the bore hole from the bottom of the well to the bottom of the grout. Material shall be placed using a tremie pipe lowered to the bottom of the space to be packed. As the material is placed, water may be poured or discharged in to help carry the filter material to the bottom of the tremie pipe.

WELL DEVELOPMENT

After installation of the production well material and after the grout seal is competent, the well shall be developed. The objective of the well development is to assure maximum specific capacity of the well. Initial development shall occur by surging and pumping or air lift and mechanical surging. An alternate method may be used by the contractor if approved by the owner.

WELL TESTING

The contractor shall furnish, install and remove necessary temporary pumping equipment. The contractor shall furnish sufficient materials to set the pump at the bottom of the well. The pumping system shall be capable of being operated without interruption for a minimum 24 hour period. Contractor shall also install a flow meter capable of accurately measuring flow rates with a 5 percent accuracy.

A step-drawdown test shall be conducted by pumping the well at a minimum of four rate steps. Rate steps should vary from 5 gallons per minute to 50 gallons per minute. Each step test shall last 90 minutes or until the water level stabilizes. During the test, the contractor shall collect water level and discharge measurements every 10 minutes.

Following the step-drawdown test and a return of the water level to the static condition, the contractor shall perform a constant-rate pumping test. The test should be tested at 30 gallons per minute for a period of 24 hours. During the test, the contractor shall collect water level and discharge data. Adjustments to the flow rate can be made as necessary.

DISINFECTION OF THE WELL

Specification - Thistle Well

The contractor shall disinfect the well prior to capping. Prior to beginning disinfection operations, all oil, grease and other foreign materials that could harbor and protect bacteria from disinfectants shall be removed from the well.

Chlorine shall be used as the disinfectant. The disinfectant shall be delivered to the site in original, closed containers. The quantity of chlorine compounds shall produce a minimum of 50 parts per million available chlorine in solution when mixed with the total volume of water in the well. The disinfectant shall be uniformly dispersed throughout the entire length of the casing. The disinfectant shall be left in the well for a minimum of 8 hours. After the minimum 8 hour contact period, the well shall be pumped to clear it of the disinfectant.

SURFACE PROTECTION

Upon completion of development and testing of the well, the contractor shall install a temporary welded, threaded or flanged cap or compression seal so as to prevent any contamination. The ground immediately surrounding the well shall be sloped away from the well. There shall be no openings in the casing wall below the top.

**STATE OF UTAH
DIVISION OF PURCHASING**

BOND STATEMENT

BIDDING REQUIREMENTS

A 5% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks submitted will be returned certified mail after an official award has been made.

AWARD REQUIREMENTS

A 100% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

_____ 100% CASHIERS CHECK

_____ 100% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company_____

Agent Name_____

Fax #_____ Phone #_____

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.

CONSTRUCTION TRADES LICENSING REQUIREMENTS

The State of Utah requires any person engaging in a construction trade or acting as, or representing oneself as a contractor in a construction trade for which licensure is required to be licensed **before engaging in that trade or contracting activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required.** Any person who violates this provision **cannot be awarded or accept a contract** for the performance of the work (1993 Utah Code Unannotated 58-55-2(32)(a), 58-55-4(1)(a), 58-55-13(1).

Definitions

"Construction Trade" means any trade or occupation involving construction, alteration, remodeling, repairing, wrecking or demolition, addition to, or improvement of any building, highway, road, railroad, dam, bridge, structure, excavation or other project, development, or improvement to other than personal property (1993 UCU 58-55-2(5)).

"Contractor" means any person, firm, partnership, corporation, association, or other organization...(that undertakes any work in the construction, plumbing, or electrical trade for which licensure is required...(1993 UCU 58-55-2(6)).

Licensed Classifications (See next page.) List the appropriate contractor license number, classification title, primary or secondary classifications number, aggregate dollar limit and license expiration date OR attach a copy of the license. If you plant to utilize subcontractors, they must also be licensed and the same information provided or copy(ies) of license(s) attached:

Prime Contractor

<u>License Number</u>	<u>Expiration Date</u>	<u>Class Title</u>	<u>Class Number</u>	<u>Dollar Limit</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Sub-Contractor(s)

<u>License Number</u>	<u>Expiration Date</u>	<u>Class Title</u>	<u>Class Number</u>	<u>Dollar Limit</u>
Name: _____				
_____	_____	_____	_____	_____
Name: _____				
_____	_____	_____	_____	_____
Name: _____				
_____	_____	_____	_____	_____

CONTRACTOR LICENSE CLASSIFICATIONS

Primary Classification <u>Number</u>	Subclassification <u>Number</u>	<u>Title</u>
E100		General Engineering Contractor
B100		General Building Contractor
R100		Residential and Small Commercial Contractor
	R101	Residential and Small Commercial - Nonstructural
		Remodeling and Repair Contractor
R200		Factory Built Housing Set-up Contractor
S200		General Electrical Contractor
	S201	Residential Electrical Contractor
S210		General Plumbing Contractor
	S211*	Boiler Installation Contractor
	S212	Irrigation Sprinkling Contractor
	S213	Industrial Piping Contractor
	S214*	Water Conditioning Equipment Contractor
S215		Solar Energy Systems Contractor
S216		Residential Sewer Connection & Septic Tank Contractor
S220		Carpentry Contractor
	S221*	Cabinet and Millwork Installation Contractor
S230		Metal and Vinyl Siding Contractor
	S231*	Rain-gutter Installation Contractor
S240		Glass and Glazing Contractor
S250		Insulation Contractor
S260		General Concrete Contractor
	S261*	Concrete Form Setting and Shoring Contractor
	S262*	Gunite and Pressure Grouting Contractor
S270		General Drywall, Stucco and Plastering Contractor
	S271*	Plastering Stucco Contractor
	S272*	Ceiling Grid Systems, Ceiling Tile and Light-weight
		Metal and Non-bearing Wall Partitions Contractor
S280		General Roofing contractor
	S281*	Single Ply and Specialty Coating Contractor
	S282*	Build-up Roofing Contractor
	S283	Shingle and Shake Roofing Contractor
	S284*	Tile Roofing Contractor
	S285*	Metal Roofing Contractor
S290		General Masonry Contractor
	S291*	Stone Masonry Contractor
	S292*	Terrazzo Contractor
	S293*	Marble, tile and Ceramic Contractor
S300		General Painting Contractor
S310		Excavation and Grading Contractor
S320		Steel Erection Contractor
	S321	Steel Reinforcing Contractor
	S322*	Metal Building Erection Contractor
	S323*	Structural Stud Erection Contractor
S330		Landscaping Contractor
S340		Sheet Metal Contractor
S350		HVAC Contractor
	S351	Refrigerated Air Conditioning Contractor
	S352*	Evaporative Cooling Contractor
	S353*	Warm Air Heating Contractor
S360		Refrigeration Contractor
S370		Fire Suppression systems Contractor
S380		Swimming Pool and Spa Contractor
S390		Sewer and Water Pipeline Contractor
S400*		Asphalt Paving Contractor
S410		Pipeline and Conduit Contractor
S420*		General Fencing and Guardrail Contractor
	S421*	Residential Fencing Contractor
S430*		Metal Firebox and Fuel Burning Stove Installation Contractor
S440		Sign Installation Contractor
	S441*	Non-Electrical Outdoor Advertising Sign Contractor
S450		Mechanical Insulation Contractor
S460*		Wrecking and Demolition Contractor
S470*		Petroleum System Contractor
S480*		Piers and Foundations Contractor

*No Trade Examination is required. All applicants must take and pass the Utah Business and Law Examination if not previously taken and passed.

BID BOND

(Title 63, Chapter 56, Utah Code Annotated 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
hereinafter referred to as the "Principal," and _____,
a corporation organized and existing under the laws of the State of _____, with its principal office in the City
of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular
570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies);
hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee,"
in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal
and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the
accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____
Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does
not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being
notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as
liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for
the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation
shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal
hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that the obligations
of the Surety under this Bond shall be for a term of sixty (60) days from the actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code
Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent
as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date
indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____
(Affix Corporate Seal)

Surety's name and address:

By: _____
Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
) ss.
COUNTY OF _____)
Seal)

On this _____ day of _____, personally appeared before me _____
_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn,
did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same
and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations,
and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____.

My Commission Expires: _____
Resides at: _____

APPROVED AS TO FORM:
February 11, 1991,
by ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL

NOTARY PUBLIC

PERFORMANCE BOND

(Title 63, Chapter 56, Utah Code Annotated 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies) hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____.

My commission expires: _____
Resides at: _____

NOTARY PUBLIC

APPROVED AS TO FORM:

February 11, 1991

ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL

PAYMENT BOND

(Title 63, Chapter 56, Utah Code Annotated 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____.

My commission expires: _____
Resides at: _____

NOTARY PUBLIC

APPROVED AS TO FORM:

February 11, 1991

ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL